

REQUEST FOR PROPOSAL



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **November 24, 2004**

RFP Title: **Fairwood Governance Option Study**

Requesting Dept./ Div.: **King County Office of Management & Budget**

RFP Number: **174-04CMB**

Due Date: **December 16, 2004 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts** cathy.betts@metrokc.gov, (206) 263-4267

This RFP will not have a pre-proposal conference.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

| | | |
|--------------|-----------------------------------|---------------------|
| Company Name | | |
| | | |
| Address | | City/State/Zip Code |
| | | |
| Signature | Authorized Representative / Title | |
| | | |
| E-mail | Phone | Fax |
| | | |

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *Fairwood Governance Option Study* for the *King County Office of Management & Budget*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *five (5) copies* of the proposal response, data or attachments offered, for *six (6) items* total. The original in both cases shall be noted or stamped "Original".

Questions: Proposers will be required to submit any questions in writing prior to the close of business Monday, December 6, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Office of Management & Budget, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

| Contact Name | Title | Phone | E-mail address |
|--------------|-------|-------|----------------|
| | | | |
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- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

| Type of exemption | Beginning Page / Location | Ending Page / Location |
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- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - DEFINITIONS AND ACRONYMS

- *County*: Metropolitan King County government
- *Project Manager*: Designated staff from the King County Office of Management and Budget
- *Report*: The Fairwood Incorporation Study referred to in this RFP
- *Proposal Committee* or *Committee*: King County staff reviewing and scoring this RFP.
- *GMA*: The Growth Management Act
- *CPPs*: The Countywide Planning Policies
- *KCCP*: The King County Comprehensive Plan
- *Contractor*: The proposer to whom the Project contract is awarded
- *PAA*: Potential Annexation Area of a city as designated in the city's Comprehensive Plan
- *BRB*: Washington State Boundary Review Board for King County

PART 2 - PURPOSE AND BACKGROUND OF REQUEST FOR PROPOSAL

A. Project Purpose

King County has issued this Request for Proposal to solicit proposals for consideration by the Office of Management and Budget for an incorporation and annexation analysis for the urban unincorporated community of Fairwood. The purpose of this project is to assess the feasibility of incorporating part or all as a new city of Fairwood, or annexing some or all of the area to the city of Renton. The area has been officially designated as the city of Renton's Fairwood potential annexation area.

The analysis will be key to residents, business owners, community groups and the BRB in making decisions regarding feasibility of annexation and/or incorporation. A group of residents, business owners, and other interested individuals have specifically requested that King County prepare the report.

B. Background

Under the direction of the Washington State Growth Management Act (GMA), King County Countywide Planning Policies (CPPs), and King County Comprehensive Plan (KCCP), all unincorporated areas within the Urban Growth Boundary will assume incorporated status either through annexation or incorporation by 2012. Ultimately, cities will provide local service to all areas within the County's Urban Growth Boundary. King County will provide regional services countywide and local services only in rural areas.

King County launched a major initiative in the 2004 budget to facilitate the transition of the remaining urban unincorporated areas to incorporated status. Fairwood is one of ten large communities identified by the County as a priority community for transition.

C. Fairwood Community Characteristics

The study area, generally referred to as *Fairwood*, is an urban unincorporated community of roughly 40,000 people facing decisions about future governance. The proposed study area is contained entirely within the city of Renton's officially designated potential annexation area. It is bounded as follows: on the West by the city of Renton; on the East by the County's urban growth boundary in the vicinity of Lake Desire; on the South by the city of Kent's PAA (Panther Lake area); and on the North by Washington State route 169 (Maple Valley Highway).

The Fairwood PAA is the largest of the remaining annexation areas in King County. With the assistance of a community group, the County completed in 2000 a governance options study that provided the citizens with information concerning both incorporation and annexation.

PART 3 - SCOPE OF WORK

The purpose of the analysis is fourfold: 1) to inform residents about the feasibility of incorporation so they are able to make well-informed decisions about the future of their community; 2) to facilitate collaboration and discussion between the community, the surrounding cities, and special purpose districts; 3) to provide the BRB

with a thorough incorporation analysis upon which it can base its decisions and recommendations regarding the merits of incorporation; and, 4) assess the impact of annexation options.

A. Tasks

The selected consultant shall perform the following tasks:

1. Presentations and Facilitation

- Coordinate and present information at four (4) meetings to a community member task force. Facilitate focused discussion at the meetings by presenting research and analysis results on relevant topics in written and/or visual presentations.
- Conduct two (2) community-wide forums to present and share information with residents, businesses and other interested parties about incorporation.
- Coordinate speakers for meetings.
- Facilitate group discussion of topics so that decision and conclusions are achieved.

2. Fairwood Governance Report

- Prepare a comprehensive Draft Governance Report geared toward lay readers. The report shall include at a minimum the following components:
 - a. Executive summary,
 - b. Goals and objectives of the report,
 - c. Policy basis for the study,
 - d. General characteristics of the study area,
 - e. Data, graphically represented where appropriate, illustrating levels of service, costs, revenues, taxation, etc.,
 - f. Brief explanation of the incorporation process,
 - g. Analysis of incorporation alternative,
 - h. Brief explanation of the annexation process,
 - i. Analysis of annexation alternatives.
- Provide 35 copies of the draft report for review.
- Prepare a Final Governance Options Report, which incorporates comments from the County project manager, special districts, and others.
- The final report shall include all appendices with all relevant background information.
- Provide 50 copies of final report as well as electronic versions in MS Word format. Electronic version shall include all graphics, tables, appendices, etc. so as to be suitable for publishing on the County's website.

3. Market Feasibility Analysis

- a. Assess current and long-term supply and demand conditions for commercial development and develop demand-driven forecasts of commercial development.
- b. Assess long-term market conditions for residential property—including forecasts of property values and changes in residential development patterns.
- c. Assess the degree to which "City" actions would be able to influence long-term development and market conditions and specify the kinds of City actions involved.
- d. Work with the community task force and the public to construct a set of alternative futures that reflect the range of community desires, market constraints, and fiscal realities

4. Fiscal feasibility analysis

- a. Assess fiscal conditions for the initial six years and for year twenty after incorporation/annexation reflecting the assumptions of three alternatives.
- b. Collect data and forecast base conditions for forecast years, including:
 - Population and households
 - Property values
 - Taxable sales
 - Commercial activity
 - Catalog existing infrastructure and facilities
- c. Forecast revenues
 - Assess alternative tax structures available to the City
 - Assess tax bases
 - Work with community task force to identify revenue structure alternatives that work with overall incorporation scenarios
- d. Forecasts costs of service
 - Assess existing infrastructure and facilities
 - Assess alternative models for service provision
 - Assess alternative levels of services provided in comparable King County cities and assess ranges of potential costs
- e. Work with community task force to identify alternative models for service provision and alternative levels of service that work with overall incorporation scenarios
- f. Assess identified capital needs and dedicated funding sources

5. Sub-Area Analysis

- a. For the purpose of this study, the Fairwood area will be segregated into three (3) sub-areas as follows: Area A – that area from the urban/rural line to 140th Ave SE ; Area B – that area between 140th Ave SE and 128th Ave SE; and Area C – that area between 128th Ave SE and SR 169, Maple Valley Highway. The analysis described in sections 3, 4 and 6 must be completed in a manner that allows for data and information to be identified and manipulated by sub-area.

6. Assessment of Annexation

- Incorporation of less than the entirety of the Fairwood area may likely have an impact on the city of Renton as it would be left with a PAA much reduced in size. Alternatively, Renton may elect to annex the entirety of its PAA at one time or over several years. To assess the impact of any of these scenarios, an assessment of the cost to city to serve each of the sub-areas needs to be completed based on the city's current tax structure and levels of service.

B. Work Products:

The selected consultant shall complete the following work products:

- Draft governance options report suitable for a lay audience, including simple, readable graphics, charts, etc. - 35 copies.
- Final governance options report - 50 copies, plus electronic versions in MS Word and PDF formats suitable for publishing on County web site.
- Appropriate study-related presentation handouts for Task Force, public and Council meetings.

- Conduct and coordinate four (4) monthly and two (2) community meetings.
- Create and conduct a survey to assess community opinion on governance and governance related issues.

PART 4 - MANDATORY REQUIREMENTS

Consultant shall have experience collecting and analyzing government fees and revenue data, and making recommendations on such issues. Consultant shall have experience working with the public, advisory groups, and legislative bodies.

PART 5 - PROPOSAL FORMAT

Consultant proposals shall be as concise as possible while meeting the requirements discussed in this RFP. To permit effective comparisons of competing proposals, the following format shall be followed:

A. Table of Contents

Include a table of contents that allows for easy reference within the document.

B. Technical Proposal

1. *Objectives:* State as succinctly as possible your own understanding of the objectives of the options report.
2. *Data Sources and Methodology:* The preliminary methodology and design to be employed in the report shall be explained as follows:
 - a. Describe the general approach to the work.
 - b. Identify data sources and explain selected methodology for projecting various revenues and costs. Discussion of data sources and methodology shall be complete for all report aspects.
3. *Work Plan/Time Schedule:* The proposal shall include estimated hours of work by each project team member for each task or phase of the report, hourly rates for each project team member, and the time schedule for completion of the work. The Proposer shall clearly demonstrate ability to meet the time schedule.
4. *Budget:* The budget should be organized by the general task categories listed in the Scope of Work above and include number of work hours and hourly rates for the personnel assigned to each task.

C. Additional Information and Comments:

Include any information that is believed to be pertinent, but not specifically asked for elsewhere. If the bidder has previously produced similar report, sample copies may be submitted with this proposal.

D. Proposer Capability

1. *Business Organization:* State the full name and address of your organization, and, if applicable, the branch office or other subordinate element, which shall perform or assist in performing the contract work. Indicate whether you operate as an individual, partnership or corporation, and include the state in which you are incorporated. Include the name, title, address, and telephone number of your technical contact, i.e., the person in your organization who is primarily responsible for this proposal and to whom technical questions may be addressed.
2. *Authorized Negotiators:* Include the names, titles, addresses and telephone numbers of personnel in your organization authorized to negotiate the proposed contract. The name and address of the bidder, the name, title, address and the telephone number of your Technical Contact and the name, title, address and telephone number of your Authorized Negotiator must appear on the cover sheet of each volume.
3. *Project Team:* This program requires that the Consultant give concerted effort to this project. Include the number of executive and professional personnel by skill and qualification that shall be employed in this work. Show the inclusive period each individual shall devote to the work and total number of

person-hours each individual shall be devoting to performing work under this contract. Identify key individuals by name, title and salary rate. Their resumes shall be included as an appendix to this volume. If new employees shall be hired for this evaluation, include a job description and required qualifications.

4. *Prior Experience*: Include a brief statement concerning the recent experience of persons from your firm who shall be actively engaged in the proposed effort. Do not include general corporate experience unless persons who shall work on this program participated in that experience as indicated in their resumes. The name, title, address and telephone number of a contact person for each previous client cited in this experience must be included. References shall be checked for all Proposers remaining under consideration after the evaluation process.

PART 6 - PROPOSAL EVALUATION CRITERIA

The Committee shall evaluate all responsive proposals received according to the following weighted criteria totaling 100 points:

A. Qualifications and Experience (30 points)

Project team and individual team member experience and expertise relevant to preparation of the study described in the RFP, including experience in municipal revenues, expenditures and program analysis.

Team composition appropriate to the project, including clear team management, team coverage of all required disciplines, and team balance corresponding to range and level of tasks. Demonstrated ability to work effectively as a team.

B. Methodology (30 points)

Logic and effectiveness of approaches to data collection and analysis. Ability to present charts and tables and graphic materials clearly and comprehensibly. Relevance and accuracy of methodologies for estimating revenues and expenditures of local governments. Recognition of problem areas and presentation of strategies for minimizing inaccuracies.

C. Interaction with Community (15 points)

Plan for working with the Task Force. Propose program and schedule for obtaining direction from and reporting to the Task Force, including specific points in the process for meetings with the Task Force. Discuss plans for the overall community meetings.

D. Presentation (15 points)

Organization and clarity of proposal.

E. Allocation of Resources/Cost (10 points)

Express the allocation of time and personnel to Study Scope of Work Tasks. (NOTE: Total cost will be evaluated not only in comparison to quotations in competing proposals, but also in relation to the scope and depth of the work and product to be delivered for the proposed cost. The Committee is not obligated to select the lowest cost proposer, but will award based on all criteria noted herein).

F. Interview – Optional (50 points)

King County reserves the right to conduct oral interviews. If interviews are conducted, the top-rated Proposers will be asked to interview before the Review Committee. The oral interview shall be weighted 50 points based on interview evaluation criteria established by the Committee. If interviews are conducted, the final selection shall be made based upon the combined written proposal (100 points maximum) and the interview (50 points maximum) scores.

PART 7 – ADDITIONAL INFORMATION

A. Proposed Work

The Consultant shall review and evaluate with the Project Manager the scope of the governance options

report as detailed in the Scope of Work of this RFP and propose additions or deletions thereto. Proposers are invited to suggest such additions or deletions in their proposals, particularly regarding the issues to be addressed, provided that any suggestions are consistent with the intent and purpose of the report. The Consultant shall prepare the report, report the findings to the Project Manager and the West Hill Governance Task Force, and assist the Project Manager during all public hearings and/or public meetings directly related to the report and the proposed governance alternatives.

B. Contract Term

The term of the contract shall be approximately six (6) months, but will be finalized during any negotiations resulting from this RFP and subsequent selection.

C. Project Funding

The King County Office of Management and Budget expects proposals for this project to cost \$125,000. The project shall be subject to all applicable State of Washington and King County guidelines and regulations. Time is of the essence in the performance of this contract.

D. Consultant Personnel

The Project Manager reserves the right to have any Consultant personnel removed from the project upon demand and to receive the substitution of acceptable personnel with comparable qualifications in place of those removed. The Project Manager and the Consultant shall jointly identify key professional personnel during contract negotiations. The number of hours to be spent on the project by each such individual shall be specified and incorporated into the contract. No changes in key project personnel may be made without the written authorization of the Project Manager.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet

performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Five (5) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

| URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately | |
|---|---|
|  | King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598 |
| King County | |
| Bid No. | RFP 174-04CMB |
| Bid Title | Fairwood Governance Option Study |
| Due Date | |
| Vendor | |